

No. 48992-9-II

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THE COURT OF APPEALS OF THE STATE OF
WASHINGTON, DIVISION II

FRANCES DU JU,

Appellant and Defendant *pro se*,

vs.

MAURICE LACOMBE,

Respondent and Plaintiff *pro se*.

APPEAL FROM CLARK COUNTY SUPERIOR COURT
THE HONORABLE GREGORY GONZALES
CASE NO. 16-2-00719-1
JUDGMENT NO. 16-9-01404-5

OPENING BRIEF OF APPELLANT

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I. INTRODUCTION

How much the rent is and when the rent is due are two primary elements in a landlord-tenant case. Chapter 59.18 RCW regards Residential Landlord-Tenant Act.

When diminished rental value existed and was caused by the secondhand landlord, the tenant is not obligated to pay rent in excess of the diminished rental value of the premises. RCW 59.18.110(2). When the secondhand landlord showed strong indication that he wanted the tenant to be a co-tenant, and the co-tenant offered to pay 50% of the rent in a 3-room house, the secondhand landlord should have at least given an answer to the 50% rent offer before filing a lawsuit. When there was a Written Payment Agreement (CP 18) that the secondhand landlord voluntarily wrote that the rent will be due at the checkout, the secondhand landlord cannot claim that there was late payment while the tenant still resided at the premises.

Frances Ju's Answer and Affirmative Defenses stated "Jury Trial Requested" and showed the Superior Court merit of her defenses. The 7th Amendment to the U.S. Constitution and Article I, §21 of the Washington State Constitution prevent the Superior Court from depriving of her right to a jury trial, transforming a hearing into a bench trial, and unfairly entering judgment against her disregard of the Washington State statutes and court rules. This shows that the Superior Court was also in violation of the Due Process and Equal Protection Clauses of the 14th Amendment to the U.S. Constitution.

Starting at the beginning of February 2016, Respondent stopped providing bathroom tissue, turned down or off the thermostat, and asked for a half of the security deposit. The cold room temperatures frequently made Frances Ju have cramps on her legs at night. These are strong indications that Respondent did not want to continue being an airbnb host; and that he was more interested in that Frances Ju and he became co-tenants. Frances Ju timely offered Respondent a half of the rent he paid Ross Pacific Management monthly.

The Superior Court's Writ of Restitution, Findings of Fact, and Judgment of \$3,975 unfairly injured Frances Ju; and caused her deeper financial hardship.

As shown in ¶ IV.G. *infra*, Respondent's frivolous eviction filing appears on the Public Record against Frances Ju whatever. The Public Record also includes Credit Report and Rental History. Respondent not only impairs Frances Ju's ability to enter into subsequent lease arrangements with other landlords, but also caused at least \$133,621.32 of damages under the Economic Loss Rule for Contract Remedies.

Frances Ju respectfully requests that this Court right the wrongs; reverse and modify the Superior Court's decisions; and award Frances Ju compensatory damages of \$133,621.32.

II. ASSIGNMENTS OF ERROR

A. ASSIGNMENTS OF ERROR

1. Superior Court erred in entry of Findings of Fact, Judgment, and Order for Writ of Restitution on April 15, 2016.

2. Superior Court erred in entry of “Order Denying Defendant’s Motions for Reconsideration and to Alter and Amend Judgment” on May 20, 2016.

B. ISSUES PERTAINING TO THE ASSIGNMENTS OF ERROR

1. Whether the issuances of Findings of Fact and Judgment complied with CR 52(c) and CR 54(f)(2) and considered the merit of Frances Ju’s defenses?

2. Whether the issuances of Judgment of \$3,975 and Writ of Restitution were in violation of the 7th and 14th Amendments to the U.S. Constitution, and Article I, §21 of the Washington State Constitution?

3. Whether Respondent should compensate Frances Ju for her damages under the Economic Loss Rule for Contract Remedies? Whether Respondent was in violation of the Consumer Protection Act? Whether Benefit-of-the-bargain measure of damages should be applicable to Respondent’s fraudulent misrepresentation and Frances Ju’s recovery of damages?

III. STATEMENT OF THE CASE

A. STATEMENT OF THE PROCEDURE

On April 7, 2016, Respondent filed Eviction summons (CP 1-3); Complaint for Unlawful Detainer (CP 4-7); Motion for Order to Show Cause re: Writ of Restitution (CP 8); and RCW 59.18.375 Payment or Sworn Statement Requirement; and Order to Show Cause. Mr. Wayne

Wirkkala from Vancouver Legal Messengers served Frances Ju at 5:45 p.m. Respondent's attorney Mr. Hoffman demanded that Frances Ju deliver her response and written notice to his office by "4:30 p.m. Thursday, April 14th, 2016".

On the afternoon of April 14, 2016, Frances Ju filed Defendant's Answer and Affirmative Defenses (CP 9-22); Defendant's Response to Motion for Order to Show Cause re: Writ of Restitution (CP 23-25); and RCW 59.18.375 Defendant's Sworn Statement. When Frances Ju arrived at Mr. Hoffman's office, Mr. Hoffman's office was closed.

A legal assistant of the neighboring law firm said that Mr. Hoffman will not return until Monday; and that Mr. Hoffman's legal assistant will not be in the office until the next day. Frances Ju asked the legal assistant about her law firm's fax machine even though Frances Ju was not sure if Mr. Hoffman also disconnected the phone line to his facsimile machine. Frances Ju asked the legal assistant if she would acknowledge receipt of the pleadings and documents for Mr. Hoffman's office and sign the receipt for Frances Ju. It was fortunate for Frances Ju that attorney Robert M. Gregg, Esq. of the neighboring law firm was talking to an Asian client and that he would sign the receipt for Frances Ju at 4:15 p.m. (CP 40).

The April 15, 2016, hearing notes entered by the Court (CP 38) showed that there are five entries entered by the Court. The entries, especially the first three, show the factors or reasons why the Honorable Gregory Gonzalez decided to issue the Writ of Restitution, sign Findings

of Fact, and grant Respondent a judgment of \$3,975.00. CP 30-31 outlined why the Superior Court's decisions were not fair, just or equitable to Frances Ju. The Superior Court totally disregarded the facts, statutes and case law that Frances Ju stated in her April 14, 2016, filings as well as what Frances Ju addressed (CP 27) to the Court at the hearing.

On April 25, 2016, Frances Ju filed Defendant's Motion for Reconsideration (CP 26-35) and Defendant's Motion to Alter or Amend Judgment (CP 50-55). The Superior Court told Frances Ju to change the hearing date from May 6, 2016, to May 13, 2016.

On April 26, 2016, Frances Ju moved out of the real property under the unjustified Writ of Restitution. On April 29, 2016, Respondent filed "Response to Defendant's Motion for 1) Reconsideration and 2) to Alter and Amend Judgment" (CP 56-57).

CP 62-63 showed that Mr. Hoffman failed to file a "Notice of Unavailability" when he wanted to take a week-long out-of-state trip as the case was pending. After he asked the Honorable Gregory M. Gonzales for a continuance and did not receive an approval, he unilaterally e-filed Amended Notice of Hearing and rescheduled the hearing to May 20, 2016. Respondent was the nonmoving party and Mr. Hoffman did not seek Frances Ju's consent. Mr. Hoffman totally ignored Judge Gonzales and disregarded the court procedures for continuance.

On May 12, 2016, Frances Ju filed "Defendant's Reply to Response to Defendant's Motion for 1) Reconsideration and 2) to Alter and Amend Judgment" (CP 58-66). Frances Ju showed the Superior Court

that her damages under the Economic Loss Rule for Contract Remedies would be at least \$133,621.32 for the foreseeable seven years; that Respondent committed fraudulent misrepresentation and violations of the Consumer Protection Act (hereinafter “CPA”); and that the Court should order issuances of Writ of Attachment and Writ of Garnishment to help satisfy recovery of Frances Ju’s damages.

At the May 20, 2016, hearing, Judge Gonzales signed and entered “Order Denying Defendant’s Motions for Reconsideration and to Alter and Amend Judgment” (CP 80-81). On May 25, 2016, Frances Ju filed “Notice of Appeal to Court of Appeals” (CP 71-81).

On July 7, 2016, because Frances Ju still did not have the money to pay for the judgment of \$3,975 and because she wanted to have a fair opportunity to stay the enforcement of judgment, she filed Appellant’s Motion for a Writ of Supersedeas with this Court. On July 13, 2016, Commissioner Bearse ruled, “appellant’s motion is dismissed without prejudice to permit her to seek relief in the correct court.”

On July 26, 2016, Frances Ju filed “Defendant’s Motion for Stay of Enforcement of Judgment Pending Appeal” with Superior Court (Sub No. 41). On August 5, 2016, Judge Gonzales stayed enforcement of judgment pending appeal, but ordered Supersedeas amount of \$8,000, which was more than twice of the Judgment amount of \$3,975. Frances Ju’s Motion with this Court showed that the Supersedeas amount for money judgment under RAP 8.1(c)(1) should be less than \$4,800 if the determination of this appeal will be completed within a year.

B. STATEMENT OF FACTS

1. The Written Payment Agreement Shows that Respondent Voluntarily Wanted Frances Ju to pay him cash at the Checkout so that Frances Ju would Continue Staying; and that Respondent's Filing of Lawsuit was Frivolous and in Deceptive Manners.

Frances Ju's family home was foreclosed in June 2013. The sales process was faulty and the successfully purchaser was in violations of RCW 61.24.135(1), Chapter 19.86 RCW Consumer Protection Act, and RCW 61.24.060. The case is still pending in the Clark County Superior Court.

In October 2015, Frances Ju reserved a room with Respondent Mr. LaCombe through the airbnb website. The rate was \$39 per night in addition to the airbnb fees. Frances Ju stayed in the room from October 8 to October 28, 2015. On October 27, 2015, Frances Ju left a note with Respondent stating that she was not sure how much longer she will stay in Vancouver and asking Respondent if he would receive the daily rate of \$39 by PayPal. Respondent replied in writing, "...but what would be even easier is if you just gave me cash at the end of your stay for the extended days. I don't need to collect the money upfront or daily..." (CP 18). This Written Payment Agreement shows that Respondent voluntarily wanted Frances Ju to pay him cash at the checkout so that Frances Ju would continue staying (CP 10); and that Respondent's April 7, 2016, filings of Eviction Summons and Complaint for Unlawful Detainer were frivolous and in deceptive manners.

Throughout the twelve pages of pleadings (CP 1-7) and documents that Respondent filed with the Superior Court on April 7, 2016, Respondent failed to identify Ross Pacific Management (hereinafter "Ross Pacific".) Ross Pacific represents the owners, Mr. Dan Stemkoski and Mrs. Breanna M. Stemkoski, in property management. Respondent intentionally concealed this important information from the Superior Court. Respondent tried to mislead the Superior Court and acted in deceptive manner. (CP 10-11).

Respondent did not keep his promise on the Written Payment Agreement that he voluntarily wanted Frances Ju to pay him cash at the end of her stay. On Saturday, December 12, 2015, he wanted Frances Ju to move out on Monday and pay him \$1,833 for the period from October 28 to December 13, 2015. Frances Ju asked him for the reasons. He said that it was holiday season and he wanted to do some charity for his son and his friend. He wanted Frances Ju to book his room through airbnb after move-out so that he can receive the total amount of her reservation at \$39 per night upfront. Frances Ju told him that she did not know how much longer she will stay in Vancouver so she would not book a room through airbnb when it was off-season. He said that he would refund Frances Ju \$39 per night if Frances Ju would want to check out early. Frances Ju told him that under the airbnb policy, Frances Ju would not be able to receive any refund of the airbnb fees; and that Frances Ju would call other airbnb hosts because it was off-season and because it will make other hosts happy. Right after Frances Ju returned to her room,

Respondent ran upstairs to knock on Frances Ju's room door that he changed his mind and that Frances Ju will not need to move out if Frances Ju would pay him \$1,833 on Monday. Respondent confirmed in writing that he "will wait for [Frances Ju's] notification of [her] checkout date." Frances Ju then asked her sister in Taiwan to lend her money and to wire transfer the money immediately. (CP 12).

2. **Ross Pacific only Increased \$13 in the Lease Addendum after 2-1/4 Years. The new rent was about \$200 below the Market Price.**

On or about January 11, 2016, Ross Pacific sent a lease addendum agreement (hereinafter "agreement") to Respondent to sign for an additional one year. Respondent placed the agreement on the kitchen table where Frances Ju usually sat, with the agreement outside of the envelope. Ross Pacific only increased \$13 and the new monthly rental price would be \$1,345, which was about \$200 below the market price according to real estate websites. In addition, an increase of \$13 since the original lease that was signed in November 2013 made Frances Ju think that it was very unusual, especially in the Portland-Vancouver area. Because Ross Pacific highlighted two signature blocks and Respondent placed the agreement outside of the envelope at the usual spot where Frances Ju sat, Frances Ju thought that Ross Pacific and Respondent wanted Frances Ju to co-sign the agreement. (CP 11).

The agreement required that the person(s) who would sign the agreement be responsible for all the utilities and landscaping. After

Respondent filed the suit with Superior Court, Ross Pacific confirmed with Frances Ju that Respondent should be responsible for all the utilities and landscaping; that Ross Pacific would definitely not allow Respondent to sublet the real property, including the third room; that Respondent did not contact Ross Pacific regarding signing a lease with Frances Ju; and that Frances Ju should definitely not pay Respondent any security deposit. (CP 11, 21-22).

3. **Respondent's Actions Showed that he Wanted to Stop Hosting Frances Ju as an Airbnb Guest. Diminished Rental Value Existed and was Caused by Respondent. Respondent Wanted Frances Ju to pay him a half of the 'Security Deposit'. Thus, Frances Ju's \$672.50 Offer was very Reasonable.**

CP 45 shows what is included in the price of the Respondent's airbnb listing. Cable TV, wireless Internet, heating and essentials are included in the Respondent's listing. Frances Ju showed in CP 50-52 that Respondent either failed to provide the services or provided them with inferior quality. Respondent runs his airbnb business in deceptive manners to the airbnb guests. The following is an outline regarding what Respondent did to show that he did not want to continue being an airbnb host; and that he was more interested in that Frances Ju and he became co-tenants (CP 51-52):

A. Cable TV Was Still Included in Plaintiff's airbnb listing. Plaintiff ran his airbnb Business in Deceptive Manners.

B. Plaintiff's Keeping Defendant from Using the XFINITY Internet Makes Defendant have to pay Extra Money to her cell phone Service Provider. Defendant sent Plaintiff an E-mail Regarding IP Address Conflict and Cyber-Crime.

C. Plaintiff Frequently Turned down or off the Thermostat. The cold Temperatures Frequently made Defendant have Cramps on her legs at Night. This started in early February 2016.

D. Plaintiff Stopped Providing Bathroom Tissue in February 2016. There Should be no Doubt that “Essentials” must Include Bathroom Tissue. This started at the beginning of February 2016.

E. Plaintiff Frequently Intentionally Harassed Defendant, and Disturbed the Peace of the Real Property. Starting March 2016, Respondent frequently intentionally made loud noises either shortly after midnight when his shift ended or between 1:00 and 2:30 a.m. when he came back from exercise at a gym.

Respondent definitely stopped acting like an airbnb host. Diminished rental value existed and was caused by Respondent. ¶15 of Defendant’s Answer and Affirmative Defenses (CP 13-14) showed that Respondent was a frequent patron of prostitutes. Most of the prostitutes looked under-age. The delivery and arrival of a female in the middle of the night really terrified Frances Ju. Frances Ju must have an inexpensive place to stay; and Respondent had showed his intent to make Frances Ju a co-tenant. Frances Ju’s ongoing \$672.50 offer (CP 19-20) was very reasonable because the Respondent’s monthly rent was \$1,345; he signed the lease addendum agreement and should be responsible for all the utilities and landscaping, which Ross Pacific confirmed (CP 21-22); he was collecting airbnb rental income from the third room; and he, his daughter(s), and his young black female friends used washer and dryer excessively. Respondent’s filing of this lawsuit is meritless.

On or about March 1, 2016, Frances Ju sent Respondent a text message asking him if \$672.50 was the correct monthly rent that Frances

Ju should pay. The next morning, Respondent sent Frances Ju 13 text messages. Among other things, he wanted Frances Ju to pay him a half of the “security deposit which the management company now holds in escrow.” Frances Ju’s reply e-mail stated, “If you do not like me to pay you month to month; and you want me to sign a lease, I cannot sign a lease with a tenant whose right to sublet lacks legal grounds. You should ask the Company to process my application for a lease. The Company will decide if they will send me a lease to sign.” “The important thing that you should do is to ask the Company to sign a lease with me when you do not like me to pay you month to month. The Company will decide how much security deposit I need to pay the Company.” (CP 19).

Respondent’s asking Frances Ju for “a half of the security deposit” shows that he wanted to quit being an airbnb host and to make Frances Ju a co-tenant. The key point is that all tenants should pay their security deposit to the owner or the real estate management company instead of to another tenant; especially when Respondent was unable to show Frances Ju any proof that he had the right to sublet the real property (CP 10-11, 15, 27 and 54).

4. **Respondent Chose to Allow \$66 Fees for the December 14, 2015, Wire Transfer Deducted from Frances Ju’s February 4, 2016, Payment.**

Around the end of January 2016, Respondent told Frances Ju that he needed money to buy a new car. Frances Ju told Respondent that if he would wait a little longer, Frances Ju will not ask him to reimburse her the

wire transfer fees of \$66 that were accrued on December 14, 2015. The \$66 fees were for initiating bank fee, intermediary bank fee and receiving bank fee. Respondent did not want to wait and chose to allow \$66 deducted from the payment of \$1,911 for the period from December 14, 2015, to January 31, 2016. On February 4, 2016, Frances Ju sent Respondent \$1,845 through PayPal. Four days later, Respondent made \$3,000 down payment to buy a brand new Honda Civic sedan. His Hyundai was still parked in the driveway of the real property when Frances Ju moved out of the real property on April 26, 2016 under the unjustified Writ of Restitution.

This shows that Respondent knew that his asking Frances Ju to pay him rent on December 14, 2015, was out of the scope of the Written Payment Agreement.

5. Mr. Hoffman Conducted Personal Attack at the May 20, 2016, Hearing based on his Making-Up and Lies.

At the May 20, 2016, hearing, Mr. Hoffman even made false statement and intentional defamation comments that since the April 15, 2016, hearing, Frances Ju had sent him 75 e-mails. Based on Frances Ju's e-mail records, she only sent him 9 e-mails during the 35-day period. Part of the 9 e-mails was regarding the issue that Mr. Hoffman totally disregarded the authority of Judge Gonzales and the court procedures to unilaterally e-filed Amended Notice of Hearing and rescheduled the hearing to May 20, 2016, while Superior Court had told Frances Ju to

change the hearing date to May 13, 2016 (CP 62-63). Mr. Hoffman's personal attack was based on his making-up and lies.

Pages 3-4 of Motion for Reconsideration (CP 28-29) and ¶ III.A. at 3-4 *supra* showed this Court that the Respondent's Eviction Summons, and Payment or Sworn Statement Requirement demanded that Frances Ju deliver her response and written notice to Mr. Hoffman's office by "4:30 p.m. Thursday, April 14th, 2016". Nevertheless, on the afternoon of April 14, 2016, Mr. Hoffman's office was closed. The legal assistant of the neighboring law firm told Frances Ju that Mr. Hoffman will not return until Monday; and that Mr. Hoffman's legal assistant will not be in the office until the next day.

On July 7, 2016, when Frances Ju went to Mr. Hoffman's office to serve a copy of Appellant's Motion for a Writ of Supersedeas, Frances Ju obtained a copy of Mr. Hoffman's May 24, 2016, Notice of "virtual office" (as attached copy to July 7, 2016, Amended Affidavit of Proof of Service). Mr. Hoffman did not file the necessary document with this Court and the Superior Court; and Frances Ju did not receive a copy, either.

6.. **Judge Gonzales's Issuing Writ of Restitution, Signing Findings of Fact, and Granting a Judgment of \$3,975 were in Violations of Constitutions, Statute, and Court Rules.**

CP 38 shows five entries entered by Superior Court for the April 15, 2016, hearing. The entries, especially the first three, show the factors or reasons why Judge Gonzales decided to issue the Writ of Restitution,

sign Findings of Fact, and grant Respondent a judgment of \$3,975. Frances Ju will show this Court why the Superior Court's decisions were not fair, just, or equitable in ¶ IV. *infra*.

IV. ARGUMENT

Pursuant to 7th and 14th Amendments to the U.S. Constitution, Article I, §21 of the Washington State Constitution, RCW 4.56.075, RCW 4.84.080, RCW 6.25.030, RCW 6.27.020, RCW 19.86.020, RCW 19.86.090, RCW 59.18.110(2), RCW 59.18.130, RCW 59.18.375(2) and (7), 18.8(a), 18.12, Civil Rules 52, 54, 59 and 64, Frances Ju files this Appeal.

A. The Issuance of Judgment was in Violation of the 7th and 14th Amendments to the U.S. Constitution, and Article I, §21 of the Washington State Constitution.

The 7th Amendment to the U.S. Constitution states,

“In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury shall be otherwise re-examined in any Court of the United States, than according to the rules of the common law.”

Article I, §21 of the Washington State Constitution regards “Trial by Jury.” Frances Ju’s Answer and Affirmative Defenses clearly stated, “Jury Trial Requested.” The value in controversy of this case is in thousands of dollars, which exceeds \$20.00. On April 15, 2016, the Court deprived Frances Ju of her right to a jury trial, transformed a hearing into a bench trial, and unfairly entered judgment against Frances Ju after Frances

Ju's April 14, 2016 filings showed Superior Court merit of her defenses and requested a jury trial. Superior Court was in violation of the 7th Amendment to the U.S. Constitution and Article I, §21 of the Washington State Constitution.

Because Superior Court deprived Frances Ju of her right to a jury trial, transformed a hearing into a bench trial without due process, and unfairly entered judgment against Frances Ju disregarded the court rules, Superior Court was also in violation of the Due Process and Equal Protection Clauses of the 14th Amendment to the U.S. Constitution.

Entitlement to a jury trial is a question of law reviewed de novo. Palmer v. Valdez, 560 F.3d 965, 968 (9th Cir. 2009); California Scents v. Surco Prods., Inc., 406 F.3d 1102, 1105 (9th Cir. 2005). The decision of denying jury trial is not harmless. Frost v. Agnos, 152 F.3d 1124, 1128 (9th Cir. 1998); Palmer v. Valdez at 968.

Among the judgment of \$3,975, the awarded costs and attorney's fees were \$1,050. RCW 4.84.080 regards "Schedule of attorneys' fees":

When allowed to either party, costs to be called the attorney fee, shall be as follows:

- (1) In all actions where judgment is rendered, two hundred dollars.
- (2) In all actions where judgment is rendered in the supreme court or the court of appeals, after argument, two hundred dollars.

The actual amount of attorney fees granted pursuant to statutory authority is reviewed under an abuse of discretion standard. Ermine v. City of Spokane, 143 Wn.2d 636, 641, 23 P.3d 492, 494-95 (2001).

However, error in the application of the law is reviewed de novo. Henderson v. Kittitas County, 124 Wn. App. 747, 100 P.3d 842 (2004).

The April 15, 2016, award of attorney's fees should have been limited to \$200. The Superior Court granted \$800 attorney's fees, which was in violation of RCW 4.84.080. Frances Ju's pleadings and documents also showed the Superior Court that Respondent was not entitled to \$2,925 of rent between February 1, 2016 and April 15, 2016. The Superior Court should have not issued Writ of Restitution, signed Findings of Fact, and granted a judgment of \$3,975 on April 15, 2016. The awarded judgment of \$3,975 was unreasonable, unfair, excessive and in violations of the 7th and 14th Amendments, the Washington State Constitution, the statutes, and court rules.

B. Frances Ju's "Defendant's Response" (CP 23-25) Outlined her Legal Grounds.

Frances Ju's "Defendant's Response to Motion for Order to Show Cause re: Writ of Restitution" (CP 23-25) outlined her legal grounds as follows:

1. There is a written payment agreement between the parties (CP 18).
2. No mandatory or uniform due date of rent in the Washington State statutes.
3. Plaintiff's allegation regarding nonpayment of rent is unreasonable and lacks legal ground.
4. RCW 59.18.110(2) states, "The tenant shall not be obligated to pay rent in excess of the diminished rental value of the premises..." Diminished rental value of the premises existed and was caused by Plaintiff.

5. Since Davis v. Aetna Life Ins. Co., 279 F.2d 304, 307-08 (9th Cir. 1960), Courts have found that wrongdoers forfeit rights to any money that they might otherwise have had. Exhibit 4 shows that Ross Pacific would definitely not allow Plaintiff to sublet the real property. Plaintiff has no legal right to claim and collect rent from Defendant.

6. While the parties were still discussing the amount of the rent, and Plaintiff does not have the right to sublet the real property, Plaintiff's allegations are not substantial enough to warrant an eviction.

7. Defendant made written complaint to Plaintiff regarding his harassing Defendant in the middle of the night. Plaintiff did not correct his misbehavior but instead filed a lawsuit against Defendant in retaliation.

8. Plaintiff deliberately wants to further impair the Defendant's ability to enter into subsequent lease arrangements with other landlords since an eviction is a matter of public record.

C. A Fair and Impartial Hearing before an Unbiased Tribunal is a Vital part of Judicial Impartiality.

Judicial impartiality is a significant element of justice. A century ago, the U.S. Supreme Court already held, "A hearing should be fair and impartial, and before an unbiased tribunal. Such protections are inherent in the word "hearing" and without them hearing procedures could be seriously infected." Interstate Commerce Comm'n v. Louisville & Nashville R.R., 227 U.S. 88, 57 L. Ed. 431, 33 S.Ct. 185 (1913).

"The principle of impartiality, disinterestedness, and fairness on the part of the judge is as old as the history of courts; in fact, the administration of justice through the mediation of courts is based upon this principle. It is a fundamental idea, running through and pervading the whole system of judicature, and it is the popular acknowledgment of the inviolability of this principle which gives credit, or even toleration, to

decrees of judicial tribunals. Actions of courts which disregard this safeguard to litigants would more appropriately be termed the administration of injustice, and their proceedings would be as shocking to our private sense of justice as they would be injurious to the public interest.” State ex rel. Beam v. Fulwiler, 76 Wn.2d 313, 316 (1969), citing in part Smith v. Skagit City, 75 Wn.2d 715 (1969).

Frances Ju shows this Court that Defendant’s Answer and Affirmative Defenses requested Jury Trial; and that not only were Judge Gonzales’s rulings unsupported by the facts, 7th and 14th Amendments, Washington State Constitution, statutes, and existing case law, but they were also fundamentally unfair. In In re Murchison, 349 U.S. 136 (1955), the court noted that the single-judge grand jury is “more a part of the accusatory process than an ordinary lay grand juror.” Caperton v. A.T. Massey Coal Co., Inc., 556 U.S. 868, 878 (2009) stated, ‘The courts asks not whether the judge is actually, subjectively biased, but whether the average judge in his position is “likely” to be neutral, or whether there is an unconstitutional “potential for bias.” ‘

“The judge’s own inquiry into actual bias, then, is not one that the law can easily superintend or review, though actual bias, if disclosed, no doubt would be grounds for appropriate relief. In lieu of exclusive reliance on that personal inquiry, or on appellate review of the judge’s determination respecting actual bias, the Due Process Clause has been implemented by objective standards that do not require proof of actual bias.” Tumey v. Ohio, 273 U.S. 510, 532 (1927); Mayberry v.

Pennsylvania, 400 U.S. 455, 465-66 (1971); Aetna Life Ins. Co. v. Lavoie, 475 U.S. 813, 825 (1986).

D. The Respondent's Unlawful Action Placed Frances Ju in Great Risk of Harm and Damages.

Respondent acted like that he can sublet the room when he wanted money from Frances Ju and when Frances Ju questioned him. On the weekend of December 12, 2015, when Respondent wanted Frances Ju to move out on Monday and pay him \$1,833 for the period from October 28 to December 13, 2015, the parties had a long talk. Frances Ju asked Respondent if he had the right to sublet. Respondent acted like that he had no problem with Ross Pacific; and insisted that he will not get trouble from subletting. This issue re-surfaced in late January 2016. Respondent simply acted like that he can sublet.

In some states, such as in New York, the law allows tenant to sublet the rental property. However, the law still requires that the tenant make written request to the landlord; and that unless the tenant has the written approval from the landlord, the tenant is not entitled to subletting his/her rental unit. Ross Pacific's April 13, 2016, e-mail (CP 21-22) confirmed that "Ross Pacific would definitely not allow Mr. Maurice LaCombe to sublet the real property." Respondent failed to disclose his lack of right to sublet in his airbnb listing. The Respondent's unlawful action has placed Frances Ju in great risk because Ross Pacific or its authorized agent may take action and cause harm and damages to Frances Ju.

Since Davis v. Aetna Life Ins. Co., 279 F.2d 304, 307-08 (9th Cir. 1960), Courts have found that wrongdoers forfeit rights to any money that they might otherwise have had. Even though this is not an insurance case, the merit of the 9th Circuit Court's ruling should be applicable to this case. CP 21-22 show that Ross Pacific confirmed the policies and facts that Ross Pacific and Frances Ju talked over the phone. Ross Pacific would definitely not allow Respondent to sublet the real property. Frances Ju respectfully requests that this Court take away the Respondent's right to claim and collect rent from Frances Ju after Respondent filed his frivolous lawsuit.

E. Frances Ju is an Aggrieved Party under CR 59.

Frances Ju's Motion for Reconsideration (CP 26-35) showed that Frances Ju was an aggrieved party under CR 59.

CR 59(a) states,

On the motion of the party aggrieved,... any other decision or order may be vacated and reconsideration granted. Such motion may be granted for any one of the following causes materially affecting the substantial rights of such parties:

(1) Irregularity in the proceedings of the court, jury or adverse party, or any order of the court, or abuse of discretion, by which such party was prevented from having a fair trial.

... ..

(6) Error in the assessment of the amount of recovery whether too large or too small, when the action is upon a contract, or for the injury or detention of property;

(7) That there is no evidence or reasonable inference from the evidence to justify the verdict or the decision, or that it is contrary to law;

... ..

(9) That substantial justice has not been done.

“An aggrieved party is one whose proprietary, pecuniary, or personal rights are substantially affected.” Cooper v. City of Tacoma, 47 Wn. App. 315, 316, 734 P.2d 541 (1987). The Court’s April 15, 2016, decisions substantially affected Frances Ju’s proprietary, pecuniary and personal rights; and made Frances Ju an aggrieved party. In Ybarra v. McDaniel, 656 F.3d 984, 998 (9th Cir. 2011), and McCalla v. Royal MacCabees Life Ins. Co., 369 F.3d 1128, 1129 (9th Cir. 2004), the 9th Circuit Court held that reviewing de novo whether a motion was filed under Rule 59 or Rule 60.

Frances Ju met the requirements under CR 59(a)(1), 59(a)(6), 59(a)(7), and 59(a)(9) that Frances Ju’s Motion for Reconsideration should have been granted because the Superior Court’s April 15, 2016, decisions were unjustified, and materially affected the substantial rights of Frances Ju.

F. The Issuances of Findings of Fact and Judgment did not comply with CR 52(c) and CR 54(f)(2); other than disregard of merit of Frances Ju’s Defenses.

Pursuant to Civil Rules 52, 54 and 59, Frances Du Ju filed “Defendant’s Motion for Reconsideration” (CP 26-35) and “Defendant’s Motion to Alter or Amended Judgment” (CP 50-55) with Superior Court on April 25, 2016.

CR 52(c) states, “Unless an emergency is shown to exist, or a party has failed to appear at a hearing or trial, the court shall not sign findings of fact or conclusions of law until the defeated party or parties have received

5 days' notice of the time and place of the submission, and have been served with copies of the proposed findings and conclusions...”

CR 54(f)(2) states, “No order or judgment shall be signed or entered until opposing counsel have been given 5 days' notice of presentation and served with a copy of the proposed order or judgment...”

CR 52(b) states,

Upon motion of a party filed not later than 10 days after entry of judgment the court may amend its findings or make additional findings and may amend the judgment accordingly... When findings of fact are made in actions tried by the court without a jury, the question of the sufficiency of evidence to support the findings may thereafter be raised whether or not the party raising the question has made in the court an objection to such findings or has made a motion to amend them or a motion for judgment.

On April 7, 2016, around 5:45 p.m., Mr. Wayne Wirkkala from Vancouver Legal Messengers served Frances Ju “Eviction summons; Complaint for Unlawful Detainer; Order to Show Cause re: Writ of Restitution; RCW 59.18.375 Payment or Sworn Statement Requirement” (Sub No. 7, Page 4 of Sub No. 10). At the April 15, 2016, hearing, the parties had no contact before the case was called after 10 a.m. The 3 Orders and Writ of Restitution clearly show that Mr. Hoffman prepared them. The 4th and 5th entries of CP 38 are regarding the 3 Orders. Mr. Hoffman not only did not serve Frances Ju a copy of the proposed 3 Orders at least five days before the hearing, but also did not give Frances Ju a copy on April 15, 2016. (CP 32).

These show that the signing and issuances of Findings of Fact and Judgment did not comply with CR 52(c) and CR 54(f)(2); other than disregard of merit of Frances Ju's defenses. The Findings of Fact and Judgment only stated and reflected the Respondent's allegations and did not state or reflect any of Frances Ju's contention. The "Conclusions of Law" was hidden in the order of Findings of Fact; and did not state any statutes, case law, or court rules. (CP 32).

Findings of fact are reviewed for clear error. Husain v. Olympic Airways, 316 F.3d 829, 835 (9th Cir. 2002); Chickaloon-Moose Creek Native Ass'n v. Norton, 360 F.3d 972, 980 (9th Cir. 2004); Cariaga v. Local No. 1184, 154 F.3d 1072, 1074 (9th Cir. 1998). The Court reviews adopted findings with close scrutiny, even though review remains to be for clear error. Phoenix Eng'g & Supply Inc. v. Universal Elec. Co., 104 F.3d 1137, 1140 (9th Cir. 1997).

Conclusions of law are reviewed de novo. Husain at 835. Mixed questions of law and fact are also reviewed de novo. Lim v. City of Long Beach, 217 F.3d 1050, 1054 (9th Cir. 2000). A mixed question of law and fact exists when there is no dispute as to the facts or the rule of law and the only question is whether the facts satisfy the legal rule. Id.

G. Frances Ju's Damages under the Economic Loss Rule for Contract Remedies are at least \$133,621.32. Frances Ju was not "a Tenant at will".

CP 43-49 showed the Respondent's airbnb listing. CP 43 stated:

Reasons guests choose this place
Flexible cancellation policy

Wireless internet
Kitchen
Free Parking.

CP 58-60 show that in Vancouver, Washington, the price for a motel room equipped with a kitchenette, which does not include an oven, is at least \$73.75 per night. In July 2016, most motels raised their prices significantly; and guests cannot get the rate of \$73.75 anymore.

The rate of \$73.75 does not include the fees for laundry. With a conservative estimate, the fees for using the public washer and dryer each month are at least \$20.00.

$$\$73.75 \times 365/12 + \$20 = \$2,263.23$$

Average motel expenses each month.

Thus, the average amount of difference between Frances Ju's staying at a motel room with a kitchenette and at 8018 NE 91st Avenue each month is at least $\$2,263.23 - \$672.50 = \$1,590.73$. Without a kitchenette, Frances Ju would be deprived of the possibility of eating any foods that are not suitable for cooking or heating in a microwave oven.

The Respondent's eviction filing appears on the Public Record against Frances Ju whatever. The Public Record also includes Credit Report and Rental History. Eviction in the Rental History is a major red flag. As long as Frances Ju needs to rent a place to stay, the Respondent's unjustified eviction filing impairs Frances Ju's ability to enter into subsequent lease arrangements with other landlords. In addition, Eviction shows up in Frances Ju's Credit Report; and affects the interest rates on all of her Credit Cards and any credit applications in the future. Many

employers check the prospective employee's Credit Report in the hiring process. Some employers also check their employee's Credit Report from time to time. Frances Ju's FICO credit score from TransUnion reflected a sharp drop of her credit score on April 10, 2016, because of "public record or collection filed." The duration that an eviction stays on the Public Record, Credit Report and Rental History against Frances Ju is seven years.

$$\$1,590.73 \times 12 \times 7 = \$133,621.32.$$

The amount of \$133,621.32 does not include the foreseeable higher interest rates on all of Frances Ju's Credit Cards, her employment and future paychecks, to say the least. This means that other than the \$133,621.32 under the Economic Loss Rule for Contract remedies, Frances Ju is entitled to a Tort claim against Respondent Mr. LaCombe on his meritless eviction filing.

"The economic loss rule creates a line between tort law, which is meant to protect citizens and their property by imposing a duty of reasonable care, and contract law, which is meant to enforce expectations created by agreement." Berschauer/Phillips Constr. Co. v. Seattle Sch. Dist. No. 1, 124 Wn.2d 816, 821, 881 P.2d 986 (1994). The rule is intended to prevent disproportionate liability and to allow the parties to allocate risk through contract. *Id.* at 822.

Plaintiff's Response at 2 (CP 57) completely disregarded the Written Payment Agreement. The agreement shows that Respondent voluntarily wanted Frances Ju to pay him cash at the checkout. There was

no payment due for “February, March and April” (CP 57 ll.2-3) because Frances Ju had not checked out of the real property. ¶ II.22 of Defendant’s Answer (CP 15, CP 60) states,

Paragraph 4 of Exhibit 2 shows that Defendant’s March 2, 2016, e-mail stated, ‘... I have to remind you that my text message from 8:46 p.m. on 12/13/15 indicated, “You’ll wait for my notification of my checkout date.” Your confirmation e-mail (It should be his text message) stated, “Yes I agree to all of that. Thank you.” Thus, you cannot ask me to leave when my case is still pending and I did not notify you of my checkout date...’ The parties were still discussing the amount of rent. Plaintiff is not entitled to ask this Court to issue a Writ of Restitution. Plaintiff’s allegations are false and are not substantial enough to warrant an eviction.

This makes the last paragraph of Plaintiff’s Response (CP 57) frivolous. The Written Payment Agreement shows that Respondent voluntarily wanted Frances Ju to pay him cash at her checkout. Respondent agreed to “wait for [Frances Ju’s] notification of [her] checkout date.” Frances Ju was definitely not “a tenant at will” and Respondent had no right to “evict” her “on 20 days notice in any event.”

¶ II.4 of Defendant’s Answer (CP 11) states,

Ross Pacific only increased \$13 and the new monthly rental price would be \$1,345, which was about \$200 below the market price according to real estate websites. In addition, an increase of \$13 since the original lease that was signed in November 2013 made Defendant think that it was very unusual, especially in the Portland-Vancouver area.

It is reasonable to believe that Ross Pacific had received approval from the owners, Mr. Dan Stemkoski and Mrs. Breanna M. Stemkoski, before Ross Pacific offered the special monthly rental price. Besides,

Frances Ju resided at the real property pursuant to the Written Payment Agreement. There is no reason to believe that the owners would “evict” Frances Ju “on 20 days notice in any event.” Plaintiff’s Response (CP 56-57) disregarded all the facts and thus frivolous.

H. Benefit-of-the-Bargain Measure of Damages Should be Applicable to Respondent’s Fraudulent Misrepresentation and Frances Ju’s Recovery of Damages.

Respondent’s airbnb listing showed that Cable TV, wireless Internet, heating and essentials are included in the Respondent’s listing (CP 45). However, Respondent either failed to provide the services or provided them with inferior quality. Respondent committed fraudulent misrepresentation.

The types and measures of tort damages are based on the purposes of tort law. The purposes are “(a) to give compensation, indemnity or restitution for harms; (b) to determine rights; (c) to punish wrongdoers and deter wrongful conduct; and (d) to vindicate parties and deter retaliation or violent and unlawful self-help. Restatement (2d) of Torts § 901 (1979). Awarded damages must carry out one or more of these purposes. Id. § 901 cmt. a. Like the damages available for breach of contract, the injured party should also be able to recover consequential damages in tort. Id. § 917 (“One who tortiously harms the person or property of another is subject to liability for damages for the consequences of the harm in accordance with the rules on whether the conduct is a legal cause of the consequences.”)

Based on its first purpose, tort law provides for recovery of compensatory damages. The aim of compensatory damages is to put the injured party “in a position substantially equivalent in a pecuniary way to that which he would have occupied had no tort been committed,” Id. § 903 cmt. a.; thus making the plaintiff whole. DeNike v. Mowery, 69 Wn. 2d 357, 418 P.2d 1010, 1019 (1966) (explaining that the fundamental purpose of tort law is to make the plaintiff “as nearly whole as possible through pecuniary compensation”).

Based on the third and fourth purposes of tort law, punitive damages are available in some tort claims. Id. § 901 cmt. c. The aim of punitive damages is to punish and deter the wrongdoer. Id. Unlike contract law, tort law encompasses the ideas of punishment and deterrence. Id. In certain torts, punitive damages may be awarded to punish the tortfeasor for his conduct and to deter him and others from committing similar conduct in the future. Id. § 908(1). Punitive damages are proper when the tortfeasor’s conduct is outrageous, whether because of his “evil motive or his reckless indifference to the rights of others.” Id. § 908(2).

In the fraudulent misrepresentation context, the benefit-of-the-bargain measure of damages allows the injured party to recover the difference in value of the property as represented by the tortfeasor and the value of the property the injured party ultimately received. Under this measure, the injured party “will have no loss” and “will achieve any

economic gains he/she would have had if the representations had been correct.”

I. Frances Ju has Sufficiently met the Requirements of a CPA Claim. Frances Ju is Entitled to Affirmative Relief; and a Setoff for her Compensatory Damages alone Apparently far Exceeds the Respondent’s Demand.

The Consumer Protection Act (“CPA”) creates a private cause of action. “Any person who is injured in his or her business or property by a violation of RCW 19.86.020 (‘unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce’) may bring a civil action.” RCW 19.86.090. The elements of a private CPA violation are (1) an unfair or deceptive act or practice; (2) occurring in trade or commerce; (3) that impacts the public interest; (4) and causes injury to the (injured party) in his or her business or property; and (5) such injury is causally linked to the unfair or deceptive act. Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co., 105 Wn.2d 778, 780, 719 P.2d 531 (1986).

The third element, public interest, depends upon the nature of the dispute. In a private dispute, the public interest prong depends upon “the likelihood that additional plaintiffs have been or will be injured in exactly the same fashion.” Hangman Ridge at 790. Where the transaction was essentially a private dispute, the following factors may indicate the requisite public interest: (1) Were the alleged acts committed in the course of defendant’s business? (2) Did defendant advertise to the public in

general? (3) Did defendant actively solicit this particular plaintiff, indicating potential solicitation of others? (4) Did plaintiff and defendant occupy unequal bargaining positions? Hangman Ridge at 790-91.

Motion to Alter or Amend Judgment at 1-3 (CP 50-52) showed facts that Respondent was in violation of the CPA. The other airbnb guest, Todd, and Frances Ju suffered injuries. It is likely that more airbnb guests will also be solicited by Respondent. Frances Ju has sufficiently met the requirements of a CPA claim.

RCW 4.56.075 regards “Judgment in case of setoff – When exceeds plaintiff’s debt or affirmative relief required.” It states, “If a setoff established at the trial, exceeds the plaintiff’s demand so established, judgment for the defendant shall be given for the excess; or if it appears that the defendant is entitled to any affirmative relief, judgment shall be given accordingly.”

Based on ¶¶ IV.G., IV.H. and IV.I. *supra* and Frances Ju’s Defendant’s Answer and Affirmative Defenses, Frances Ju is entitled to affirmative relief; and a Setoff for Frances Ju’s compensatory damages of \$133,621.32 alone apparently far exceeds the Respondent’s demand of \$3,975 (CP 5).

J. Frances Ju Respectfully Requests that this Court Reverse the Superior Court’s Decision of non-issuance of Orders for Writ of Attachment and Writ of Garnishment for Continuing Lien on Earnings to help Satisfy Setoff.

CR 64 allows attachment and garnishment “for securing

satisfaction of the judgment ultimately to be entered in the action”. RCW 6.25.030 provides Superior Court with authority to issue Writ of Attachment. RCW 6.27.020 authorizes Superior Court to issue Writs of Garnishment “for the benefit of a judgment creditor who has a judgment wholly or partially unsatisfied in the court from which the garnishment is sought.”

Respondent mostly used Frances Ju’s February 4, 2016, payment of \$1,845 as his down payment to buy a new Honda Civic sedan on February 8, 2016. Ross Pacific’s April 13, 2016, e-mail confirmed that Respondent was not allowed to sublet the real property (CP 21-22). Motion for Reconsideration ¶ II.B. (CP 30) also addressed that the Respondent’s unlawful action had placed Frances Ju in great risk of harm and damages. Since Davis v. Aetna Life Ins. Co., 279 F.2d 304, 307-08 (9th Cir. 1960), Courts have found that wrongdoers forfeit rights to any money that they might otherwise have had. In ¶ IV.G. *supra*, Frances Ju shows this Court that her damages under the Economic Loss Rule for Contract remedies alone are at least \$133,621.32. Respondent did not seem to have a habit of savings. His spending habits such as being a frequent patron of prostitutes, and paying \$600+ for two NBA game tickets for his “young black female friend” and him may have made him unable to have any savings. When Frances Ju moved out of the real property on April 26, 2016, Respondent still owned two vehicles. Frances Ju requested that Superior Court issue an Order for Writ of Attachment to have the Respondent’s Honda Civic attached as security for the

satisfaction of such Judgment as Frances Ju may recover; but Superior Court did not grant Frances Ju's request.

Respondent told Frances Ju that he started collecting his Social Security Retirement Benefits ("SSRB") when he was 62. His disregard of the Written Payment Agreement (CP 18), his misbehaviors, and his meritless eviction filing show that he committed breach of contract, misrepresentation, violation of CPA, and tort; and injured Frances Ju. Garnishment against the Respondent's wages and SSRB might be necessary to help satisfy the Setoff. The Superior Court did not grant Frances Ju's request. Frances Ju respectfully requests that this Court reverse the Superior Court's decision on non-issuance of Order for Writ of Garnishment for continuing lien on earnings against Respondent.

CP 47 shows that Respondent owns a home in Florida. There is basic exempt amount that limits the percentage a person's wages or SSRB can be garnished. It will take an extended long time for Respondent to satisfy the Setoff. The Superior Court did not grant Frances Ju's request for attachment to the Respondent's home in Florida. Frances Ju respectfully requests that this Court reverse the Superior Court's decision on non-issuance of Order for Writ of Attachment on the Respondent's home in Florida as well as his Honda Civic.

**K. Frances Ju Shows this Court that her Appeal has Merit.
Frances Ju Respectfully Requests that this Court Reverse and
Modify the Superior Court's Decisions.**

The Written Payment Agreement proves that no payment was due because Frances Ju had not checked out and that there was no late payment. There is no mandatory or uniform due date of rent in the Washington State statutes. RCW 59.18.130 states, "Each tenant shall pay the rental amount at such times and in such amounts as provided for in the rental agreement or as otherwise provided by law and..." Diminished rental value existed as shown in ¶ III.B.3. *supra*. RCW 59.18.110(2) states, "The tenant shall not be obligated to pay rent in excess of the diminished rental value of the premises..." Frances Ju's offer that the rent from February 1 to April 26, 2016, should be \$672.50 per month was very reasonable. This means that the rent should not be more than \$1,928 for the period ending April 26, 2016; instead of \$2,925 that Superior Court awarded from February 1 to April 15, 2016. Superior Court should not award \$1,050 for costs and attorney's fees because the Respondent's allegations were false and were not substantial enough to warrant an eviction. The Respondent's filing of a lawsuit is frivolous.

Frances Ju also asks this Court and Superior Court to analogously apply Davis v. Aetna Life Ins. Co., 279 F.2d 304, 307-08 (9th Cir. 1960) to this case that wrongdoers forfeit rights to any money that they might otherwise have had. CP 21-22 shows that Ross Pacific would definitely not allow Respondent to sublet the real property. Frances Ju respectfully requests that this Court take away the Respondent's right to claim and collect rent from Frances Ju after Respondent filed his frivolous lawsuit.

Frances Ju shows this Court and Superior Court that the Respondent's frivolous filing of lawsuit costs her \$133,621.32 in compensatory damages alone for the foreseeable seven years; that benefit-of-the-bargain measure of damages should be applicable to Respondent's fraudulent misrepresentation and Frances Ju's recovery of damages; that Frances Ju has sufficiently met the requirements of a CPA claim; and that Frances Ju is entitled to a tort claim against Respondent. In July 2016, motels raised the prices so the compensatory damages have become even higher.


Superior Court also set an unreasonable Supersedeas amount of \$8,000 while Frances Ju's Motion with this Court showed that under RAP 8.1(c)(1), it should be less than \$4,800 if the determination of this appeal will be completed within a year. The Setoff apparently far exceeds the Respondent's demand. Superior Court did not grant Frances Ju's request for Writ of Attachment and Writ of Garnishment for continuing lien on earnings against Respondent to help satisfy Setoff.

V. CONCLUSION

Based upon the foregoing, Frances Ju respectfully requests that this Court reverse and modify the Superior Court's decisions; and award Frances Ju compensatory damages of \$133,621.32.

DATED this 16th day of August, 2016.

Respectfully Submitted,


FRANCES DU JU
Appellant pro se

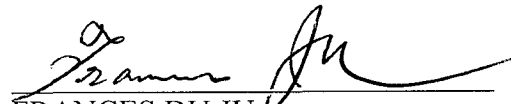
AFFIDAVIT OF PROOF OF SERVICE

I hereby certify under penalty of perjury of the laws of the State of Washington that on August 16, 2016, I served the foregoing by First Class Mail upon:

Class Mail upon:

MR. MAURICE LACOMBE
8018 N.E. 91st Avenue,
Vancouver, WA 98662.

DATED: August 16, 2016.


FRANCES DU JU, pro se

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